

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X

In Re:

Lloyd Sneddon,

Case No. 16-70686-las
Chapter 7

**AFFIRMATION PURSUANT TO
LOCAL RULE 2090-2(b)**

Debtor.

-----X


SCOTT R. SCHNEIDER, an attorney duly admitted to practice before this Court affirms
under the penalty of perjury as follows:

1. I am the attorney for Lloyd Sneddon in regards to the above Chapter 7 bankruptcy and I am filing this affirmation pursuant to Local Rule 2090-2(b). I have not been retained to represent the debtors in the adversary proceeding filed by the Chapter 7 Trustee, Robert L. Pryor and for that reason will not undertake the representation.

2. The pre-petition retainer agreement excludes the defense of an adversary proceeding from the scope of representation. A copy of the signed pre-petition retainer agreement with the debtor is attached.

3. I have advised the debtor of the nature of the adversary proceeding, the debtor's obligation to file and serve an answer and the consequences of failing to file an answer, the time when an answer must be filed and the date of the pretrial conference and how to serve and file the answer.

Dated: Hicksville, NY
September 29, 2016

s/ 

Scott R. Schneider, Esq.
Attorney for Debtor in Chapter 7 only
117 Broadway
Hicksville, NY 11801
(516) 433-1555

**CHAPTER 7
RETAINER AGREEMENT**

I (We), Lloyd S. Schneider and _____, have retained the Law Offices of Scott R. Schneider, to represent me (us) in a Chapter 7 Bankruptcy proceeding up to discharge. I (We) agree that the fee for representation in this proceeding is \$ 2,500, plus the \$335.00 filing fee. This fee is based upon the following assumptions that Debtor has provided complete and accurate information. If the assumption set out above is not accurate, the fee shall be increased to compensate for additional time and expense in providing legal services.

I (We) understand that \$ 2,500 plus the \$335.00 filing fee must be paid before the Petition is filed. No Petition will be filed until that portion of the fee is paid. I understand that it is my responsibility to provide my creditors name and address to my attorney.

Included in the fee are the following:

1. Preparation and filing of a Chapter 7 petition, schedules, statements, and related documentation.
2. Stop garnishment and/or wage assignment, if necessary.
3. Representation at the Section 341 Hearing, and all adjournments except those caused by my failure to come to Court or by my failure to provide necessary documents for the progress of the case.

I (We) understand that the above services are all that are necessary, in most cases. Representation after Discharge, if necessary, is not included in this fee. In the event that additional services are necessary, I (we) agree to pay the following fees for the following services:

1. Attend any adjourned Section 341 caused by my failure to come to Court or failure to provide necessary documents for the progress of the case - \$450.00 per appearance.
2. Represent me in regards to a Motion to Lift Stay/Dismiss due to my failure to make mortgage/loan/lease payments or due to my failure to appear at any Court proceedings - \$650.00.
3. Amending schedules, prior to Discharge, to include an asset or a debt I failed to reveal to the Law Offices of Scott R. Schneider prior to the filing of my Petition - \$375.00 and up plus \$30.00 Court filing fee.
4. Motions on my behalf to expunge or reduce claims or to avoid judgments/liens - \$950.00 and up.
5. Conversion to Chapter 13, including preparation of schedules, plan and attendance at Chapter 13 Section 341 and Confirmation hearing - \$2,000.00.
6. Responding to a letter or inquiry by the Office of the United States Trustee pursuant to 11 USC Section 707(b) - \$500.00
7. All other contested matters and audits will be billed hourly at \$350.00 per hour, except for the defense of an adversary proceeding which will be provided pursuant to a separate retainer agreement.

8. Auto reaffirmation agreement, redemption or return of collateral securing a consumer loan - \$350.00.

9. Failure to sign petition within 30 days after receiving letter that petition is ready for signature - \$300.00.

This retainer agreement excludes the defense of an adversary proceeding. Representation will be provided pursuant to a separate retainer agreement.

I (We) understand that if I (we) fail to pay the Law Offices of Scott R. Schneider, any fee agreed upon in this Retainer Agreement when it becomes due, then the Law Offices of Scott R. Schneider will stop all work on my case and ask the Court to be relieved as my attorney. I (We) understand that all legal fee payments are not refundable. In the event the above fees and costs are unpaid and collection efforts are necessary, you will be liable for reasonable attorney fees and costs.

I (We) understand that this petition was prepared from information provided to the Law Offices of Scott R. Schneider by me (us) and that I am (we are) responsible to make sure that all creditors with addresses are listed and to review the schedules and statements for accuracy.

I (We) understand that certain taxes, fines, penalties, student loans, support and maintenance may not be dischargeable, as well as any debts not listed on the petition.

I (We) understand that after the petition is filed, it is my (our) responsibility to complete an instructional course in personal financial management (Debtor Education Program). I (We) agree to complete this course within thirty (30) days after the petition is filed.

I (We) understand that my file will be maintained for seven years after the bankruptcy petition is filed. After seven years from the filing date of my bankruptcy petition, I consent to having the file destroyed.

SPECIAL NOTE: I (We) understand there is **NO PROTECTION** against foreclosure/eviction/garnishment until the Petition is filed in Court. I (We) understand that my Petition will not be filed until I (we) have paid the Law Offices of Scott R. Schneider, \$ 2,500 plus the \$335.00 filing fee. Additionally, if any payment is paid by personal check, I (we) understand that the Law Offices of Scott R. Schneider, will not file this Chapter 7 Petition until the check clears the bank.

By: Scott R. Schneider, Esq.

AGREED & CONSENTED TO:

This day of , 2015



Debtor

Debtor

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X

In Re:

Lloyd Sneddon,

Case No. 16-70686-las

Chapter 7

AFFIDAVIT OF SERVICE

Debtor.

-----X

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

Kevin Haynes, being duly sworn, deposes and says:

1. I am not a party to this action, am over 18 years of age and reside in Nassau County, New York.

2. On September ³⁰~~29~~, 2016, I served a true copy of the AFFIRMATION PURSUANT TO LOCAL RULE 2090-2(b) and PRE-PETITION RETAINER AGREEMENT by depositing same in a sealed envelope, with postage prepaid, in an official depository under the exclusive care and custody of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee indicated below:

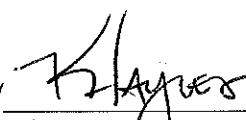
Lloyd Sneddon, 316 Seward Street, West Babylon NY 11704

Pryor & Mandelup, LLP, Attn: Michael Farina, 675 Old Country Road, Westbury NY 11590

Sworn to before me this
30th 29th day of September, 2016

s/ 
Notary Public

SCOTT R. SCHNEIDER
Notary Public, State of New York
Reg. No. 02SG4982376
Qualified in Suffolk County
My Commission Expires 06/03/2019
2016

s/ 
Kevin Haynes